

# PUBLISHING & ROYALTY AGREEMENT

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- This Publishing & Royalty Agreement (“Agreement”) is entered into as of April 28, 2025, by and between:

SILLK LLC, a limited liability company (“Publisher” or “LLC”),

and

GIRCHH (“Author”).

## 1. Copyright Ownership

The Author hereby assigns all copyright and publishing rights in the Work (including all derivative and related works) to the LLC. The LLC shall be the sole legal owner of the Work for all purposes, including registration, enforcement, and licensing.

## 2. Scope of Services

- a. LLC Responsibilities:

- Provide an LLC-owned email address for use by the Author with all publishing and distribution platforms.
- Receive, collect, and manage all royalty payments from the sale, licensing, or distribution of the Work.
- Maintain accounting records and provide sales/royalty statements to the Author [quarterly] (or as otherwise agreed).
- Consider requests by the Author for advertising or marketing expenses, which may be advanced by the LLC and deducted from future royalty payments, as separately agreed in writing.
- Reserve the right to immediately terminate this Agreement and all associated access if the Author uploads, distributes, or submits any content that is illegal, defamatory, obscene, incites violence, or otherwise exposes the LLC to legal liability or reputational harm.

- b. Author Responsibilities:

- Upload, manage, and maintain the Work (including updates, edits, and platform management) on all selected publishing and distribution platforms using only the provided LLC email address.
- Be solely responsible for all design, editorial, and formatting tasks for the Work.
- Not upload or submit any content on behalf of the LLC that is unlawful, infringing, or otherwise exposes the LLC to liability, as outlined above.

### 3. Royalties and Payment

- All net proceeds (after direct distribution fees, platform fees, and approved LLC expenditures directly related to the Work) shall be split 50% to the Author and 50% to the LLC.
- The LLC shall pay the Author their share of royalties within [30] days after each quarterly sales period, along with a sales and royalty statement summarizing sales, expenses, and royalty calculations.

### 4. Requests for Advertising/Expenditures

- The Author may submit written requests for advertising or other monetary support relating to the Work.
- Any such expenditures shall be subject to the LLC's prior written approval and, if approved, shall be deducted from future royalty payments as agreed.

### 5. Liability & Indemnification

- The Author affirms that all content uploaded, distributed, or submitted is original or lawfully authorized and does not infringe any rights or laws.
- The LLC shall not be liable for any content provided by the Author, and reserves the right to terminate this Agreement and all business relationships if the Author breaches this warranty or causes legal or reputational exposure to the LLC.
- Upon such event, the LLC may withhold any undistributed royalties pending resolution of any claims.

## 6. Term & Termination

- This Agreement is effective as of the above date and will continue unless terminated by either party upon [30] days written notice.
- The LLC may terminate immediately upon the Author's breach of Section 2 or 5, or if the LLC determines, at its sole discretion, that continued association with the Author or the Work presents unacceptable risk.
- Upon termination, the LLC will provide a final accounting and pay any undistributed royalties due, less any outstanding expenses or claims.

## 7. Miscellaneous

- This Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written agreements relating to the Work.
- Any amendment or waiver must be in writing and signed by both parties.
- This Agreement shall be governed by and construed in accordance with the laws of the State of TX.

## SIGNATURES

**GIRCHH**

Managing Director

For and on behalf of **SILLK LLC**

April 28, 2025

A handwritten signature in dark ink, appearing to be 'Girchh', with a stylized, cursive script.

**GIRCHH**

Author

April 28, 2025

A handwritten signature in dark ink, appearing to be 'Girchh', with a stylized, cursive script, identical to the one above.